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FILED IN THE U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

MAR 27 2025

SEAN F. McAVOY, CLERK
RICHLAND, WASHINGTON

9 UNITED STATES DISTRICT COURT
10 FOR THE EASTERN DISTRICT OF WASHINGTON

11 UNITED STATES OF AMERICA,

Case No.: 4:24-CR-6023-MKD-1

12 Plaintiff,

Plea Agreement

13
14 v.

15 RONALD LEE VAN NOTE II,

16 Defendant.
17

18 Plaintiff United States of America, by and through Richard R. Barker,
19 Acting United States Attorney for the Eastern District of Washington, and Laurel J.
20 Holland, Assistant United States Attorney for the Eastern District of Washington,
21 and Defendant Ronald Lee Van Note II ("Defendant"), both individually and by
22 and through Defendant's counsel, Deputy Federal Defender Nick Mirr, agree to the
23 following Plea Agreement.

24 1. Guilty Plea and Maximum Statutory Penalties

25 Defendant agrees to enter a plea of guilty to Count 2 of the Indictment filed
26 on September 4, 2024, which charges Defendant with Simple Assault on an
27 Aircraft, in violation of 18 U.S.C. § 113(a)(5) and 49 U.S.C. § 46506(1), a Class B
28 misdemeanor.

PLEA AGREEMENT - 1

1 Defendant understands that the following potential penalties apply:

- 2 a. a term of imprisonment of not more than six (6) months;
3 b. a term of probation of not more than five (5) years or a term of
4 supervised release of not more than one (1) year;
5 c. a fine of up to \$5,000;
6 d. restitution; and
7 e. a \$10 special penalty assessment.

8 2. Probation

9 Defendant understands that if the Court imposes probation and Defendant
10 violates any condition of Defendant's probation, pursuant to 18 U.S.C.
11 § 3565(a)(2), the Court may revoke Defendant's term of probation and
12 resentence Defendant under 18 U.S.C. Part II, Chapter 227, Subchapter A
13 (§§ 3551 through 3559). Defendant further understands that upon such
14 resentencing, the Court may impose the potential penalties outlined in
15 Paragraph 1 above, including a term of imprisonment of not more than 6
16 months; a term of supervised release of not more than 1 year; and a fine of up to
17 \$5,000.

18 3. Supervised Release

19 Defendant understands that if Defendant violates any condition of
20 Defendant's supervised release, the Court may revoke Defendant's term of
21 supervised release, and require Defendant to serve in prison all or part of the term
22 of supervised release authorized by statute for the offense that resulted in such term
23 of supervised release without credit for time previously served on post release
24 supervision, up to the following terms:

- 25 a. 5 years in prison if the offense that resulted in the term of
26 Supervised Release is a class A felony,
27 b. 3 years in prison if the offense that resulted in the term of
28 Supervised Release is a class B felony, and/or

- 1 c. 2 years in prison if the offense that resulted in the term of
2 Supervised Release is a class C felony.

3 Accordingly, Defendant understands that if Defendant commits one or more
4 violations of supervised release, Defendant could serve a total term of
5 incarceration greater than the maximum sentence authorized by statute for
6 Defendant's offense or offenses of conviction.

7 4. The Court is Not a Party to this Plea Agreement

8 The Court is not a party to this Plea Agreement and may accept or reject it.
9 Defendant acknowledges that no promises of any type have been made to
10 Defendant with respect to the sentence the Court will impose in this matter.

11 Defendant understands the following:

- 12 a. sentencing is a matter solely within the discretion of the Court;
13 b. the Court is under no obligation to accept any recommendations
14 made by the United States or Defendant;
15 c. the Court will obtain an independent report and sentencing
16 recommendation from the United States Probation Office;
17 d. the Court may exercise its discretion to impose any sentence it
18 deems appropriate, up to the statutory maximum penalties;
19 e. the Court is required to consider the applicable range set forth
20 in the United States Sentencing Guidelines, but may depart
21 upward or downward under certain circumstances; and
22 f. the Court may reject recommendations made by the United
23 States or Defendant, and that will not be a basis for Defendant
24 to withdraw from this Plea Agreement or Defendant's guilty
25 plea.

26 5. Potential Immigration Consequences of Guilty Plea

27 If Defendant is not a citizen of the United States, Defendant understands the
28 following:

- a. pleading guilty in this case may have immigration consequences;
- b. a broad range of federal crimes may result in Defendant's removal from the United States, including the offense to which Defendant is pleading guilty;
- c. removal from the United States and other immigration consequences are the subject of separate proceedings; and
- d. no one, including Defendant's attorney or the Court, can predict with absolute certainty the effect of a federal conviction on Defendant's immigration status.

Defendant affirms that Defendant is knowingly, intelligently, and voluntarily pleading guilty as set forth in this Plea Agreement, regardless of any immigration consequences that Defendant's guilty plea may entail.

6. Waiver of Constitutional Rights

Defendant understands that by entering this guilty plea, Defendant is knowingly and voluntarily waiving certain constitutional rights, including the following:

- a. the right to a jury trial;
- b. the right to see, hear and question the witnesses;
- c. the right to remain silent at trial;
- d. the right to testify at trial; and
- e. the right to compel witnesses to testify.

While Defendant is waiving certain constitutional rights, Defendant understands that Defendant retains the right to be assisted by an attorney through the sentencing proceedings in this case and any direct appeal of Defendant's conviction and sentence, and that an attorney will be appointed at no cost if Defendant cannot afford to hire an attorney.

1 Defendant understands and agrees that any defense motions currently
2 pending before the Court are mooted by this Plea Agreement, and Defendant
3 expressly waives Defendant's right to bring any additional pretrial motions.

4 7. Elements of the Offense

5 The United States and Defendant agree that in order to convict Defendant of
6 Simple Assault on an Aircraft, in violation of 18 U.S.C. § 113(a)(5) and 49 U.S.C.
7 § 46506(1), the United States would have to prove the following beyond a
8 reasonable doubt.

- 9 a. *First*, on or about May 18, 2024, Defendant intentionally
10 assaulted C.R.G.;
11 b. *Second*, the assault occurred in flight while Defendant was on
12 an aircraft in the special aircraft jurisdiction of the United
13 States; and
14 c. *Third*, the flight on which the assault occurred landed in the
15 Eastern District of Washington.

16 8. Factual Basis and Statement of Facts

17 The United States and Defendant stipulate and agree to the following: the
18 facts set forth below are accurate; the United States could prove these facts beyond
19 a reasonable doubt at trial; and these facts constitute an adequate factual basis for
20 Defendant's guilty plea.

21 The United States and Defendant agree that this statement of facts does not
22 preclude either party from presenting and arguing, for sentencing purposes,
23 additional facts that are relevant to the Sentencing Guidelines computation or
24 sentencing.

25 On May 18, 2024, during a commercial flight that ultimately landed in the
26 Eastern District of Washington, Defendant willfully and intentionally touched the
27 person of C.R.G., a female passenger seated next to him, without her consent.
28 C.R.G. reported that the touching included Defendant forcibly placing his arm

1 around C.R.G., interlocking arms with C.R.G., and pinning C.R.G.'s leg with his
2 leg, preventing her exit from her seat. C.R.G. pulled away, or attempted to pull
3 away, from Defendant during each of these physical contacts. C.R.G. reported that
4 Defendant stated to her that he was going to take her to bathroom and "f--- the s--"
5 out of her. C.R.G. was afraid of Defendant. C.R.G. was able to exit her seat and
6 run to the rear of the aircraft approximately 35 minutes prior to the aircraft landing
7 in Pasco, Washington. C.R.G. described Defendant's conduct to flight attendants
8 on the aircraft, and later, to law enforcement authorities. C.R.G. also reported
9 injuring her knee during her efforts to exit her seat to get away from Defendant.

10 Defendant was contacted by law enforcement upon exiting the aircraft.
11 Defendant was visibly intoxicated.

12 C.R.G. and Defendant were traveling on Allegiant Air flight 2267, which
13 departed from Phoenix-Mesa Gateway Airport and landed at Pasco/Tri-Cities
14 Airport on May 18, 2024.

15 Defendant stipulates and agrees that on May 18, 2024, he intentionally
16 assaulted C.R.G. by willfully and intentionally touching and making physical
17 contact with her without justification or excuse in a manner a reasonable person
18 would deem offensive. Defendant further admits the assault occurred in flight
19 while Defendant was on an aircraft in the special aircraft jurisdiction of the United
20 States, and the flight on which the assault occurred landed in the Eastern District of
21 Washington.

22 9. The United States' Agreements

23 The United States Attorney's Office for the Eastern District of Washington
24 agrees that at the time of sentencing, the United States will move to dismiss Count
25 1 of the Indictment filed on September 4, 2024, which charges Defendant with
26 Threat to Commit Sexual Abuse on an Aircraft, in violation of 18 U.S.C. § 2242(3)
27 and 49 U.S.C. §§ 46507(2), 46506(1).
28

1 The United States Attorney's Office for the Eastern District of Washington
2 agrees not to bring additional charges against Defendant based on information in
3 its possession at the time of this Plea Agreement that arise from conduct that is
4 either charged in the Indictment or identified in discovery produced in this case,
5 unless Defendant breaches this Plea Agreement before sentencing.

6 10. United States Sentencing Guidelines Calculations

7 a. U.S.S.G. § 1B1.9

8 Defendant understands and acknowledges that the United States Sentencing
9 Guidelines ("U.S.S.G." or "Guidelines") do not apply because the offense of
10 conviction is a Class B misdemeanor.

11 b. Agreements Regarding Representations to the Court

12 The United States has a duty of candor to the tribunal. If the United States
13 and Defendant do not agree on the appropriate length of incarceration, the
14 appropriate length or applicable terms of supervised release or probation, and/or
15 the correct guidelines calculations, variances, departures, and/or enhancements, the
16 United States reserves the right to respond to any and all arguments made by
17 Defendant, on any bases the United States deems appropriate, at all stages of this
18 criminal case.

19 Defendant may make any arguments it deems appropriate, at all stages of
20 this criminal case.

21 With regard to all briefing, submissions, and hearings in this criminal case,
22 the United States and Defendant agree to the following provisions:

- 23 i. The United States and Defendant may each respond to
24 any questions from the Court or United States Probation
25 Office;
26 ii. The United States and Defendant may each supplement
27 the facts under consideration by the Court by providing
28

1 information the United States or Defendant deems
2 relevant;

3 iii. The United States and Defendant may each present and
4 argue any additional facts that the United States or
5 Defendant believe are relevant to the Sentencing
6 Guidelines computation or sentencing;

7 iv. The United States and Defendant may each present and
8 argue information that may already be known to the
9 Court, including information contained in the
10 Presentence Investigation Report;

11 v. The United States and Defendant may each respond to
12 any arguments presented by the other;

13 vi. In order to support the United States' sentencing
14 recommendation as set forth herein, the United States
15 may oppose and argue against any defense argument or
16 any recommendation for any sentence lower than the
17 sentence recommended by the United States on any basis,
18 including arguments for a lower offense level, a lower
19 criminal history calculation, the application or non-
20 application of any sentencing enhancement or departure,
21 and/or any variance from the Guidelines range as
22 calculated by the Court;

23 vii. In order to support the defense sentencing
24 recommendation as set forth herein, Defendant may
25 oppose and argue against any argument by the United
26 States, or any recommendation for any sentence higher
27 than the sentence recommended by the defense on any
28 basis, including arguments for a higher offense level, a

1 higher criminal history calculation, the application or
2 non-application of any sentencing enhancement or
3 departure, and/or any variance from the Guidelines range
4 as calculated by the Court;

5 viii. The United States may make any sentencing arguments
6 the United States deems appropriate so long as they are
7 consistent with this Plea Agreement, including arguments
8 arising from Defendant's uncharged conduct, conduct set
9 forth in charges that will be dismissed pursuant to this
10 Plea Agreement, and Defendant's relevant conduct; and

11 ix. Defendant may make any sentencing arguments
12 consistent with this Plea Agreement Defendant deems
13 appropriate.

14 c. No Other Agreements

15 The United States and Defendant have no other agreements regarding the
16 Guidelines or the application of any Guidelines enhancements, departures, or
17 variances.

18 d. Criminal History

19 The United States and Defendant have no agreement and make no
20 representations about Defendant's criminal history category, which will be
21 determined by the Court after the United States Probation Office prepares and
22 discloses a Presentence Investigative Report.

23 11. Incarceration¹

24
25 ¹ At the time of Defendant's original sentencing in the District Court, the United
26 States agrees to make a sentencing recommendation to the Court that is consistent
27 with this Plea Agreement. The United States' agreement to make such a
28 recommendation is limited exclusively to the time of Defendant's original
sentencing in the District Court. The United States' agreement to make such a
recommendation does not prohibit or limit in any way the United States' ability to

1
2 The United States and Defendant agree to jointly recommend that the Court
3 impose no term of imprisonment. The United States and Defendant agree to jointly
4 recommend that, in lieu of any term of imprisonment, the Court impose a term of
5 five (5) years' probation. Defendant agrees that the Court's decision regarding the
6 length, terms, and conditions of Defendant's probation is final and non-appealable;
7 that is, even if Defendant is unhappy with the conditions of probation ordered by
8 the Court, that will not be a basis for Defendant to withdraw Defendant's guilty
9 plea, withdraw from this Plea Agreement, or appeal Defendant's conviction,
10 sentence, or any term of probation.

11 The United States and Defendant agree to recommend that in addition to the
12 standard conditions of probation imposed in all cases in this District, the Court
13 should also impose the following conditions:

- 14 a. The United States Probation Officer may conduct, upon
15 reasonable suspicion, and with or without notice, a search of
16 Defendant's person, residences, offices, vehicles, belongings,
17 and areas under Defendant's exclusive or joint control.
18 b. Defendant shall participate in and complete a substance use
19 disorder evaluation and any treatment program or testing
20 recommended by the treatment provider. In the event that no
21

22
23 argue for or against any future sentencing modification that takes place after
24 Defendant's original sentencing in the District Court, whether that modification
25 consists of an amendment to the Guidelines, a change to a statutory minimum or
26 maximum sentence, any form of compassionate release, any violation of
27 Supervised Release, or any other modification that is known or unknown to the
28 parties at the time of Defendant's original criminal sentencing. In this Plea
Agreement, the United States makes no promises or representations about what
positions the United States will take or recommendations the United States will
make in any proceeding that occurs after Defendant's original sentencing in the
District Court.

1 treatment is recommended in the initial evaluation, Defendant
2 and the United States agree that the Court shall order Defendant
3 to complete an outpatient treatment program due to the specific
4 nature of this conviction.

5 c. Defendant shall participate in and complete a mental health
6 evaluation and any treatment program, if recommended.

7 d. Defendant shall participate in and complete an alcohol use
8 disorder evaluation and any treatment program or testing
9 recommended by a treatment provider. In the event that no
10 treatment is recommended in the initial evaluation, Defendant
11 and the United States agree that the Court shall order Defendant
12 to complete an outpatient treatment program due to the specific
13 nature of this conviction.

14 e. For any evaluation or treatment program Defendant is directed
15 to complete, Defendant shall allow reciprocal release of
16 information between the Probation Officer and the treatment
17 provider. Defendant shall contribute to the cost of treatment
18 according to Defendant's ability.

19 12. Criminal Fine

20 The United States and Defendant agree to recommend the Court forego the
21 imposition of a criminal fine to facilitate payment of restitution to C.R.G.
22 Nonetheless, Defendant acknowledges that the Court's decision regarding a fine is
23 final and non-appealable; that is, even if Defendant is unhappy with a fine ordered
24 by the Court, that will not be a basis for Defendant to withdraw Defendant's guilty
25 plea, withdraw from this Plea Agreement, or appeal Defendant's conviction,
26 sentence, or fine.

27 13. Mandatory Special Penalty Assessment
28

1 Defendant agrees to pay the \$10 mandatory special penalty assessment to the
2 Clerk of Court for the Eastern District of Washington, pursuant to 18 U.S.C.
3 § 3013.

4 14. Restitution

5 The United States and Defendant agree that restitution is appropriate and
6 mandatory, without regard to Defendant's economic situation, to identifiable
7 victims who have suffered physical injury or pecuniary loss, pursuant to 18 U.S.C.
8 §§ 3663, 3663A, 3664.

9 Pursuant to 18 U.S.C. § 3663(a)(3), Defendant voluntarily agrees to pay
10 restitution for all losses caused by Defendant's individual conduct, in exchange for
11 the United States not bringing additional potential charges, regardless of whether
12 counts associated with such losses will be dismissed as part of this Plea
13 Agreement. With respect to restitution, the United States and Defendant agree to
14 the following:

15 a. Restitution Amount and Interest

16 The United States and Defendant stipulate and agree that the Court should
17 order restitution in an amount of \$5,000, to C.R.G. to cover future counseling
18 costs, and that interest on this restitution amount, if any, should be waived.

19 b. Payments

20 To the extent restitution is ordered, the United States and Defendant agree
21 that the Court will set a restitution payment schedule based on Defendant's
22 financial circumstances. 18 U.S.C. § 3664(f)(2), (3)(A). Regardless, Defendant
23 agrees to pay not less than 10% of Defendant's net monthly income towards
24 restitution.

25 c. Treasury Offset Program and Collection

26 Defendant understands the Treasury Offset Program ("TOP") collects
27 delinquent debts owed to federal agencies.

28 If applicable, the TOP may take part or all of Defendant's federal tax refund,

1 federal retirement benefits, or other federal benefits and apply these monies to
2 Defendant's restitution obligations. 26 U.S.C. § 6402(d); 31 U.S.C. § 3720A; 31
3 U.S.C. § 3716.

4 Defendant understands that the United States may, notwithstanding the
5 Court-imposed payment schedule, pursue other avenues to ensure the restitution
6 obligation is satisfied, including, but not limited to, garnishment of available funds,
7 wages, or assets. 18 U.S.C. §§ 3572, 3613, and 3664(m).

8 Nothing in this acknowledgment shall be construed to limit Defendant's
9 ability to assert any specifically identified exemptions as provided by law, except
10 as set forth in this Plea Agreement.

11 Until Defendant's fine and restitution obligations are paid in full, Defendant
12 agrees fully to disclose all assets in which Defendant has any interest or over
13 which Defendant exercises control, directly or indirectly, including those held by a
14 spouse, nominee or third party.

15 Until Defendant's fine and restitution obligations are paid in full, Defendant
16 agrees to provide waivers, consents, or releases requested by the U.S. Attorney's
17 Office to access records to verify the financial information.

18 d. Obligations, Authorizations, and Notifications

19 Defendant agrees to truthfully complete the Financial Disclosure Statement
20 that will be provided by the earlier of 30 days from Defendant's signature on this
21 plea agreement or the date of Defendant's entry of a guilty plea, sign it under
22 penalty of perjury, and provide it to both the United States Attorney's Office and
23 the United States Probation Office. Defendant acknowledges and understands that
24 Defendant's failure to timely and accurately complete and sign the Financial
25 Disclosure Statement, and any update thereto, may, in addition to any other penalty
26 or remedy, constitute Defendant's failure to accept responsibility under U.S.S.G
27 §3E1.1.
28

1 Defendant expressly authorizes the United States Attorney's Office to obtain
2 a credit report on Defendant upon the signing of this Plea Agreement. Until
3 Defendant's fine and restitution orders are paid in full, Defendant agrees to provide
4 waivers, consents or releases requested by the United States Attorney's Office to
5 access records to verify the financial information.

6 Defendant agrees to notify the Financial Litigation Unit of the United States
7 Attorney's Office before Defendant transfers any interest in property with a value
8 exceeding \$1,000 owned directly or indirectly, individually or jointly, by
9 Defendant, including any interest held or owned under any name, including trusts,
10 partnerships and corporations. Further, pursuant to 18 U.S.C. § 3664(k),
11 Defendant shall notify the court and the United States Attorney's Office within a
12 reasonable period of time, but no later than within 10 days, of any material change
13 in Defendant's economic circumstances that might affect defendant's ability to pay
14 restitution, including, but not limited to, new or changed employment, increases in
15 income, inheritances, monetary gifts or any other acquisition of assets or money.

16 Until Defendant's fine and restitution orders are paid in full, Defendant
17 agrees to disclose all assets in which Defendant has any interest or over which
18 Defendant exercises control, directly or indirectly, including those held by a
19 spouse, nominee or third party.

20 Pursuant to 18 U.S.C. § 3612(b)(F), Defendant understands and agrees that
21 until Defendant's fine and restitution orders are paid in full, Defendant must notify
22 the United States Attorney's Office of any change in the mailing address or
23 residence address within 30 days of the change.

24 15. Payments While Incarcerated

25 If Defendant lacks the financial resources to pay the monetary obligations
26 imposed by the Court, Defendant agrees to earn money toward these obligations by
27 participating in the Bureau of Prisons' Inmate Financial Responsibility Program.

28 16. Additional Violations of Law Can Void Plea Agreement

1 The United States and Defendant agree that the United States may, at its
2 option and upon written notice to the Defendant, withdraw from this Plea
3 Agreement or modify its sentencing recommendation if, prior to the imposition of
4 sentence, Defendant is charged with or convicted of any criminal offense or tests
5 positive for any controlled substance.

6 17. Waiver of Appeal Rights

7 Defendant understands that Defendant has a limited right to appeal or
8 challenge Defendant's conviction and the sentence imposed by the Court.

9 In return for the concessions that the United States has made in this Plea
10 Agreement, Defendant expressly waives all of Defendant's rights to appeal any
11 aspect of Defendant's conviction and/or the sentence the Court imposes, on any
12 grounds.

13 Defendant expressly waives Defendant's right to appeal any fine, term and
14 conditions of supervised release, or restitution order imposed by the Court.

15 Defendant expressly waives the right to file any post-conviction motion
16 attacking Defendant's conviction and sentence, including a motion pursuant to 28
17 U.S.C. § 2255, except one based on ineffective assistance of counsel arising from
18 information not now known by Defendant and which, in the exercise of due
19 diligence, Defendant could not know by the time the Court imposes sentence.

20 Nothing in this Plea Agreement shall preclude the United States from
21 opposing any post-conviction motion for a reduction of sentence or other attack
22 upon the conviction or sentence, including, but not limited to, writ of habeas
23 corpus proceedings brought pursuant to 28 U.S.C. § 2255.

24 18. Withdrawal or Vacatur of Defendant's Plea

25 Should Defendant successfully move to withdraw from this Plea Agreement
26 or should Defendant's conviction be set aside, vacated, reversed, or dismissed
27 under any circumstance, then:
28

- a. Any obligations, commitments, or representations made by the United States in this Plea Agreement shall become null and void;
- b. The United States may prosecute Defendant on all available charges;
- c. The United States may reinstate any counts that have been dismissed, have been superseded by the filing of another charging instrument, or were not charged because of this Plea Agreement; and
- d. The United States may file any new charges that would otherwise be barred by this Plea Agreement.

The decision to pursue any or all of these options is solely in the discretion of the United States Attorney's Office.

Defendant agrees to waive any objections, motions, and/or defenses Defendant might have to the United States' decisions to seek, reinstate, or reinstate charges if a count of conviction is withdrawn, set aside, vacated, reversed, or dismissed, including any claim alleging a violation of Double Jeopardy.

Defendant agrees not to raise any objections based on the passage of time, including but not limited to alleged violations of any statutes of limitation or any objections based on the Speedy Trial Act or the Speedy Trial Clause of the Sixth Amendment.

19. Integration Clause

The United States and Defendant acknowledge that this document constitutes the entire Plea Agreement between the United States and Defendant, and no other promises, agreements, or conditions exist between the United States and Defendant concerning the resolution of the case.

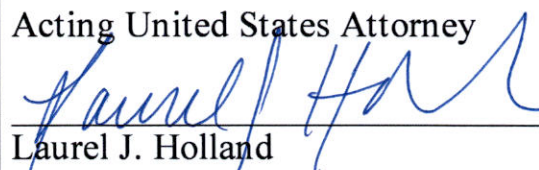
1 This Plea Agreement is binding only on the United States Attorney's Office
2 for the Eastern District of Washington, and cannot bind other federal, state, or local
3 authorities.

4 The United States and Defendant agree that this Agreement cannot be
5 modified except in a writing that is signed by the United States and Defendant.

6 Approvals and Signatures


7 Agreed and submitted on behalf of the United States Attorney's Office for
8 the Eastern District of Washington.

9 Richard R. Barker
10 Acting United States Attorney

11 
12 Laurel J. Holland
13 Assistant United States Attorney

14 3/27/25
15 Date

16 I have read this Plea Agreement and I have carefully reviewed and discussed
17 every part of this Plea Agreement with my attorney. I understand the terms of this
18 Plea Agreement. I enter into this Plea Agreement knowingly, intelligently, and
19 voluntarily. I have consulted with my attorney about my rights, I understand those
20 rights, and I am satisfied with the representation of my attorney in this case. No
21 other promises or inducements have been made to me, other than those contained
22 in this Plea Agreement. No one has threatened or forced me in any way to enter
23 into this Plea Agreement. I agree to plead guilty because I am guilty.

24 
25 Ronald Lee Van Note II

26 3-27-25
27 Date

28 Defendant

29 I have read the Plea Agreement and have discussed the contents of the
30 agreement with my client. The Plea Agreement accurately and completely sets
31 forth the entirety of the agreement between the parties. I concur in my client's
32 decision to plead guilty as set forth in the Plea Agreement. There is no legal
33 reason why the Court should not accept Defendant's guilty plea.

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2 _____
3 Nick Mirr

4 Attorney for Defendant
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3/27/25